

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***

***THE CITY OF PLEASANTVILLE***

***AND***

***GOVERNMENT WORKERS  
UNION, LOCAL 720***

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***JANUARY 1, 2013 TO DECEMBER 31, 2015***

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## **ARTICLE I-RECOGNITION**

Section 1. The City of Pleasantville, a Municipal Corporation, in the County of Atlantic, State of New Jersey (hereinafter "Employer") hereby recognizes the Government Workers Union, Local 720 (hereinafter "Union") as the sole bargaining agent for the following titles: Public Works Supervisors and Clerk 4.

Excluded from this Agreement are members of Local 700, Police, Fire and other recognized employee unions or association, all probationary employees, craft workers, managerial, executives, clerical workers, confidential employees, professional, supervisors within the meaning of the Act.

Section 2. This Agreement is entered into by the Union and the Employer to promote harmonious relationships between the Employer and the members of the Union, and to establish procedures for the equitable resolution of differences and to establish rates of pay, hours of work and other conditions of employment.

Section 3. The Employer and the Union agree to have quarterly meetings to discuss issues that impact upon the terms and conditions of this contract. Either party may upon three (3) days notice to the other party, request a special meeting. Such requests shall include a notice of the items to be discussed at such meeting.

Section 4. The Employer shall not discharge or discriminate against any employee for Union activities or Union membership as long as the activity does not in any way disrupt the operations of the Employer.

## **ARTICLE II- MANAGERIAL RIGHTS**

Section 1. The parties hereby recognize that the Employer reserves all powers, rights and authority vested in the Employer through the laws of the State of New Jersey and the laws of the United States, including, but not limited to the following:

- To execute management and administrative control over the City government of the City of Pleasantville, its properties, facilities and the activities of its employees;
- To determine the qualifications of all employees and the conditions for continued employment of such employees, including the assignments, transfer or promotion of such employees; and
- To suspend, demote, discharge or take other disciplinary action in regard to such employees for good cause;

Section 2. The exercise of powers, rights and authority of the Employer shall be limited only by the specific and express terms of this Agreement.

### **ARTICLE III-UNION REPRESENTATION**

Section 1. During future negotiations of agreements between the Union and the Employer, the Union shall be permitted to have two (2) representatives excused from normal duties without loss of pay for purposes of participating in such negotiations. A total of two (2) Union representatives shall be excused from normal duties for purposes of participating in grievances and disputes.

Section 2. The Employer shall furnish to the Union copies of all disciplinary charges, layoffs, recalls, promotions, demotions, and any other change in the condition of employment for all employees covered by this Agreement.

Section 3. The Employer agrees to allow one (1) or more Union Representatives a combined total of ten (10) days for Union business and three (3) additional days at the discretion and approval of the City Administrator. The Union will supply to the Employer copies of the itinerary and meeting agenda for the conference.

Section 4. The Employer will provide temporary office space to the Union for the investigation of grievances, the holding of meetings and the orientation of new employees.

Section 5. The Union will notify the City Administrator in writing of any names of the authorized representatives of the Union. No persons other than those authorized by the Union shall be permitted to speak on behalf of the employees of the Union.

### **ARTICLE IV-DUES AND REPRESENTATION**

Section 1. The Employer agrees to deduct dues upon receipt of written authorization by the employee, and once a month will submit the money collected for this purpose to the Financial Secretary of Local 720. It shall be the responsibility of the Financial Secretary of Local 720, to send the monies collected to the Treasurer of the United Workers Union. The collection of the dues shall commence for each employee the month following receipt of the properly dated and executed authorization card supplied by the Union.

Section 2. Agency Shop. An employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any employee who does not join the Union within thirty (30) days of initial employment with the unit, and any employee previously employed within the unit who does not join within ten (10) days or reentry into employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, as certified to the Employer by the Union.

Section 3. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular membership dues. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no

modification is made in this provision by a successor agreement between the Union and the Employer.

#### **ARTICLE V-PAY PERIOD**

Section 1. Employees shall be paid every two (2) weeks for a total of twenty-six (26) pay periods per year in accordance with City ordinances. If in any given year there exists a twenty-seventh (27<sup>th</sup>) pay, employees shall be paid one twenty-seventh (1/27<sup>th</sup>) of their annual wage every two (2) weeks.

Section 2. If a holiday falls on a pay day, employees shall be paid the preceding day.

#### **ARTICLE VI-WORK WEEK**

Section 1. The regularly scheduled work week for the following departments shall be as follows:

A. Department of Public Works: Monday through Friday, 7:00 am to 3:30 pm with one half (1/2) hour for lunch.

B. Department of Water Pollution Control: Monday through Friday, 7:00 am to 3:30 pm with one half (1/2) hour for lunch; and 3:30 pm to midnight, with one (1) hour paid lunch for each night worked.

Section 2. All employees must punch in at the beginning and ending of each work day, in addition to doing the same for the lunch hour period. "Punch" meaning to insert designated card in designated time clock.

Section 3. All employees covered under this Agreement shall be given two (2) ten (10) minute break period during the regularly scheduled work day.

#### **ARTICLE VII-OVERTIME**

Section 1. Overtime is defined as all time worked beyond the regularly scheduled work week. The employer shall have the right to require reasonable assignment of overtime work. Such assignment shall be performed by the employee unless there is good cause for refusal thereof. An employee who has good cause for refusal thereof shall not be discriminated against or disciplined. The Employer shall abide by seniority in all cases of overtime in occupations in which overtime occurs.

Section 2. Overtime shall be compensated at the rate of time and one-half times the employee's regular pay. Those employees that work thirty-five (35) hours per week shall receive time and one-half for all hours worked in excess of thirty-five (35) hours per week.

Section 3. All hours worked on a Sunday or any holiday included in Article XI shall be paid at a rate of two (2) times the employee's regular rate of pay, exclusive of holiday pay up to and

including all hours worked. If Sunday is a regularly scheduled workday, this Section shall not apply.

### **ARTICLE VIII-CALL-IN TIME**

Section 1. An employee who has been called into work in addition to his or her regularly scheduled shift shall be paid at the rate of one and one-half times the regular hourly rate, except on a holiday, which shall be paid at the rate of two (2) times the regular hourly rate, plus holiday pay. Call-in time begins when an employee reports to his assigned duty station. Call-in time ends at the completion of assignment or beginning of regular work shift, whichever occurs first. Employees will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

Section 2. The Employer shall assign on a fair and equal basis Water Pollution Control Employee who shall be designated to be on call for a given week. The employee on call shall be granted one (1) compensatory day for each on-call week to which the employee is assigned. In addition, the employee shall receive compensation for actual call-in time worked in accordance with this Article. Employees may request the use of earned compensatory time contained in ARTICLE VII-OVERTIME.

Section 3. The Employer in its discretion may designate employees from other departments to be on call for any given week. These employees shall be granted one (1) compensatory day for each week so designated. These employees shall receive the compensation provided for in this Article for employees who are assigned on-call status for a given week.

Section 4. Employees who are assigned on-call status in a given week shall commence call-in time with a two and one half (2 ½) hour guarantee shall apply for the first call-in on each eight (8) hours shift. Thereafter, the employee shall be compensated for actual time worked at the appropriate overtime rate for the remainder of the given shift.

Section 5. Upon being personally notified, all employees shall report to work within thirty (30) minutes. If the on-call employee is not available, said employee shall be subject to disciplinary action. The thirty (30) minute reporting time is intended to mean that the employee shall report as soon as possible, but not to exceed thirty (30) minutes.

Section 6. In a Department where the Employer has designated an employee to be on call for a given week and when the employee is not available for call in, the employer may contact another employee in the department. The first employee may contact another employee in the department. The first employee reached who accepts the call in time will be compensated in accordance with section 1 of this Article. The minimum guaranteed contained in this Article for employees who are on call, shall not be applied in this case. If the employee responding does not obtain the minimum guarantee of two and one half hours, that employee will begin one compensatory day which will be deducted from the compensatory day which will be deducted from the compensatory days due to the on call employee who was not available.

## ARTICLE IX-WAGES AND LONGEVITY

Section 1. All employees under this Agreement shall receive the following annual salary increases:

Promotion date effective August 4, 2001

July 1, 2013	- \$51,764.03
January 1, 2014	- \$53,575.77
January 1, 2015	- \$55,450.92

Promotion date effective September 10, 2002

July 1, 2013	- \$44,250.06
January 1, 2014	- \$45,798.81
January 1, 2015	- \$47,407.77

Promotion date effective June 3, 2005

July 1, 2013	- \$44,144
January 1, 2014	- \$46,000
January 1, 2015	- \$48,000

Promotion date effective November 28, 2005

July 1, 2013	- \$51,764.03
January 1, 2014	- \$53,575.77
January 1, 2015	- \$55,450.90

Section 2. All employees under this Agreement hired on or before July 31, 2007 shall be entitled to the following longevity schedule:

Years of Service	% of Annual Base Salary
Upon completion of 5 years through 10 years	2%
Upon completion of 10 years through 15 years	4%
Upon completion of 15 years through 20 years	6%
Upon completion of 20 years through 25 years	8%
Upon completion of 25 years through retirement	10%

Employees hired on or after August 1, 2007 shall be entitled to longevity in accordance with the following schedule:

Years of Service	
Upon completion of 5 years through 10 years	\$650
Upon completion of 10 years through 15 years	\$1,250
Upon completion of 15 years through 20 years	\$1,890
Upon completion of 20 years through 25 years	\$2,500
Upon completion of 25 years through retirement	\$3,100

Employees hired after January 1, 2013 shall not be entitled to receive longevity pay. For the purposes of this Article, hired means hired as an employee of the City of Pleasantville, not promoted into the 720 unit.

Section 3. When an employee receives a position promotion that employee will be paid the greater of the 2013 salary level for the new position or \$1,500 above the base salary received by the employee in the position from which he/she is being promoted. If said employee is demoted back to the original position, he/she will assume the original salary.

Section 4. Upon severance for any reason other than retirement employees shall receive all just compensation to which they are legally entitled. This provision is limited to earned unused vacation time and earned unused compensatory time, which is on the books as of the date of severance pursuant to the provisions of this contract.

Section 5. The salaries of all newly created positions, which come under this Agreement, shall be negotiated with the Union.

#### **ARTICLE X-ANNIVERSARY/SENIORITY DATES**

Section 1. For the purpose of salary computation any employee hired on or before July 30 will be given credit for the whole calendar year as his/her anniversary date for pay grade and will be effective as of January 1 of the year of hiring. Any employee hired after July 30, the anniversary date will be January 1 of the following year. January 1 shall be the anniversary date for all employees.

Section 2. In all cases of overtime, promotion, transfers, shift changes, demotions, layoffs, recalls and vacation time, an employee with the greatest amount of seniority shall be given preference provided he or she has equal ability to perform the work involved in the job classification and or job title consistent with Civil Service.

#### **ARTICLE XI-HOLIDAYS**

Section 1. Employees shall receive fourteen (14) paid holidays per year.

Section 2. Any other holidays shall be such holidays as are declared by the Mayor, Administrator or City Council, Governor and President of the United States.

Section 3. Employees who work a holiday shall be paid in compliance with Article VII-Overtime.

Section 4. Paid holidays are as follows:

- |                          |                               |
|--------------------------|-------------------------------|
| 1. New Year's Day        | 8. Veteran's Day              |
| 2. Lincoln's Birthday    | 9. General Election Day       |
| 3. Washington's Birthday | 10. Thanksgiving Day          |
| 4. Good Friday           | 11. Friday after Thanksgiving |



- |                     |                            |
|---------------------|----------------------------|
| 5. Memorial Day     | 12. Columbus Day           |
| 6. Independence Day | 13. Christmas Day          |
| 7. Labor Day        | 14. Martin Luther King Day |

## ARTICLE XII-VACATIONS

Section 1. All Local 720 Members shall be entitled to the following annual vacation days with pay:

All Local 720 members shall be entitled to the following annual days with pay:

- |                                      |                  |
|--------------------------------------|------------------|
| A. First five (5) years              | 14 working days. |
| B. Six (6) to ten (10) years         | 17 working days  |
| C. Eleven (11) to fifteen (15) years | 20 working days  |
| D. Sixteen (16) to twenty (20) years | 23 working days  |
| E. After twenty (20) years           | 25 working days  |

Local 720 members hired after 1/1/13 shall be entitled to the following annual days with pay:

- |   |                  |
|---|------------------|
| A. First six (6) years                    | 10 working days. |
| B. Seven (7) to ten (10) years            | 13 working days  |
| C. Eleven (11) to fifteen (15) years      | 15 working days  |
| D. Sixteen (16) to twenty-five (25) years | 17 working days  |
| E. After twenty-five (25) years           | 20 working days  |

For the purposes of this Article, hired means hired as an employee of the City of Pleasantville, not promoted into the 720 unit.

Section 2. Where in a calendar year the vacation or any part thereof is not used, vacation time shall accumulate and shall be granted during the next succeeding year only, upon the written approval of the City Administrator

Section 3. Current vacation shall be granted with the approval and at the discretion of the Department Head. Said approval shall not be unreasonably denied.

Section 4. All employees shall be granted two (2) personal days per year, which shall be used within each calendar year and cannot be carried over from year to year.

## ARTICLE XIII- SICK LEAVE

Section 1. All absences on account of illness or disability shall be reported no later than one-half (1/2) hours prior to the employee's regular time to start his tour of duty by the employee to his/her immediate supervisor. If the supervisor cannot be reached promptly, the report should be made to the City Administrator without further delay.

Section 2. Not over one (1) hours after starting work, the supervisor will report to the City Administrator the names of all employees absent from duty and the reason therefore. If the

reason of the absence is expected to be of short duration, he/she, a member of the family or other interested person shall notify the department head daily as provided herein. The notification shall be once a week if the cause for absence shall be expected to extend for a longer period than a five (5) day period, after the first five (5) days of daily notification.

Section 3. After the utilization of (5) five unexcused sick days in a given calendar year, a physician's note may be required by the employer for each subsequent absence. The employer reserves the right to have the employee examined by a competent physician before return to work.

Section 4. During protracted periods of illness or disability, the Municipality may require interim reports on the condition of the patient at weekly or biweekly periods from the attending physicians and/or municipal physician if they wish to qualify for salary payments during such period of illness or disability.

Section 6. Sick leave shall be allocated as follows:

- One (1) working day per month beginning with the completion of work for a majority of the first calendar month of employment, to a total of twelve (12) working days for the first calendar year.
- Commencing with the first calendar month of the second year of employment, one and one fourth (1 ¼) days per month shall be allowed and shall immediately be credited to the employee of the first day of the first calendar month of the second year of employment as a total of fifteen (15) working days for the full second year. Sick leave must have been earned however, in order to use same. The following is an example of the application of the provisions of this section: An employee has been a full-time employee for a period of one (1) year and two (2) months. If he/she would have been created for fifteen (15) days additional on the first day of the first calendar month of the second year of employment and, therefore, would have started the second year with a total of twenty seven (27) days credit. If, however, he/she were required, in the third month of the second year of employment to use his sick leave in excess of fourteen and one-half (14 ½) days, no pay would be allowed for the excess since he/she would have only earned fourteen and one-half (14 1/2) days.

Section 6. When sick leave has accumulated to an amount equal to six (6) calendar months (a total of one hundred eighty-six (186) days), no further accumulation shall be allowed.

Section 7. If an employee shall have reported for duty and shall be required to leave his/her duty for any reason described therein prior to the completion of the day's work, he/she shall be charged with a pro rata number of hours of sick leave.

Section 8. Sick leave shall not be granted to any employee whose absence from duty is a result of misconduct. Absence for such cause shall be reported as absence without leave and shall subject the employee to disciplinary action.

Section 9. No employee shall be required to utilize accumulated sick leave when such employee has been disabled either through illness or injury as a result of or arising from his respective employment.

Section 10. Sick leave shall mean and refer to any unavoidable absence of any full-time employee causing him to be unable to report to duty for any of the following reasons:

- A. Illness or accident of said employee;
- B. Serious illness of any member of the immediately family of the employee necessitating care by him or her.
- C. Exposure by said employee to a contagious disease, which exposure shall be certified by a physician's certification.
- D. Death in the immediately family as discussed herein above.

Section 11. An employee on sick leave and receiving this normal compensation who, in addition, qualifies for payments under workers compensation weekly benefits shall, during the period she/she is receiving such weekly benefits, be entitled to only that portion of his regular salary which, with workers compensation payments, equal his normal salary.

Section 12. Nothing contained herein shall be considered to be in derogation of or restrict if any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.

Section 13. No employee, while on sick leave from the City shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.

Section 14. With the permission of the Department Head, sick leave may be allowed for ordinary dental care and for the services of an oculist for normal eye care. However, such professional services are readily available outside of normal working hours, and employees are urged to schedule such services outside of normal working hours to as great a degree as possible.

Section 15. Any abuse or misuse of sick leave will be grounds for disciplinary action.

#### **ARTICLE XIV-LEAVE OF ABSENCE**

Section 1. Upon the completion of a six (6) month probationary period, a leave of absence may be granted for good cause including pregnancy to an employee for a period not to exceed six (6) months. A leave of absence shall be requested by the employee in writing and such request shall be directed to the Personnel Office. A leave of absences may only be granted with the approval of the City Administrator, which approval shall be in writing. Approval shall not be arbitrarily denied. The Personnel Office shall respond within (10) working days upon receipt of a request for a leave of absence. Any leave granted herein shall be without compensation.

Section 2. Any leave granted herein shall be without pay. However, the employee's medical benefits may be maintained for a period of up to six (6) months at no cost to the employee.

## **ARTICLE XV-BEREAVEMENT LEAVE**

Section 1. Employees shall be granted five (5) days leave with pay because of death in his/her immediate family, including relatives residing in the same household, or for the death of a child, father, father-in-law, mother, mother-in-law, brother, sister, grandparents and grandchildren who reside elsewhere. In the event of the death for all other relatives, the employee shall be entitled to one (1) working day of paid leave to attend the funeral services upon submission of proof.

## **ARTICLE XVI-MILITARY LEAVE**

Section 1. All employees who are members of a Military Reserve Unit of the United States or a National Guard Unit shall be granted a leave of absence in accordance with New Jersey and Federal Law.

Section 2. All employees who receive a leave of absence in accordance with Section 1 above shall be entitled to earned vacation, holiday or sick time, which has accrued prior to entry into the military service.

## **ARTICLE XVII-GRIEVANCE PROCEDURES**

Section 1. The purpose of this Article is to settle all grievances between the Employer and members of the Union as quickly as possible, so as to insure efficiency and promote employee morale.

Section 2. A grievance is defined as any disagreement or dispute between the Employer and the employee the Employer and the Local Union involving the application interpretation or alleged violation of this Agreement

Section 3. Any grievance must be presented within twenty (20) working days after the aggrieved party knows of the event and events upon which the claim is based or else such grievance is waived.

Section 4. A grievance shall be processed as follows:

Step 1. The Union's Executive Board, upon receiving a written and signed grievance from a Union Representative or employee shall determine if the grievance exists, and shall respond in writing within five (5) working days to said employee. If their opinion no grievance exists, no further action shall be taken. If the Executive Board finds a grievance exists, the aggrieved employee and the Union Representative to the Local Union shall discuss and attempt to adjust the matter with the Department Head who shall respond to the employee in writing within two (2) working days. The Department Head's response shall be clear, concise and explain the reasons for their decision.

Step 2. If the grievance is not adjusted at Step 1, it shall be submitted in writing to the City Administrator within two (2) working days of receipt of the Department Head's decision. The City Administrator shall seek to resolve the grievance with the appropriate two (2) Union

Representatives. The City Administrator shall provide a written response within five (5) working days.

Step 3. If the parties are unable to resolve the grievance at Step 2 within five (5) working days, then either of the parties may elect to proceed to Arbitration. The employer and the Union are equally liable for the expenses of the Arbitrator. Arbitration shall be a single Arbitrator mutually selected by the parties.

Step 4. The cost of the Arbitration shall be shared by both the Union and Employer equally. If the parties are unable to agree upon the selection of the Arbitrator, then the parties shall proceed in accordance with the regulations of PERC.

Section 5. Only the Employer and the Union shall have the right to submit a grievance to Arbitration and the Arbitration shall be binding notwithstanding any other provisions of this Article to the contrary.

Section 6. No disciplinary action shall be taken against any employee without a Union Representative being present and aware of the incident.

Section 7. In the event that a grievance directly involves the City Administrator, the Union Representative and the employee shall discuss and attempt to adjust the matter directly with the City Administrator who shall respond to the employee in writing two (2) working days. If the matter cannot be resolved in that fashion, the parties shall move directly to Step 3.

Section 8. The above Articles shall be applied and interpreted consistently with the provisions set forth by the New Jersey Department of Personnel of the Civil Service Employees and Employers.

Section 9. Any minor discipline as defined by the Civil Service Commission shall be subject to the grievance procedure.

#### **ARTICLE XVIII-DISCIPLINE**

Section 1. Discipline shall be imposed for good and just cause.

Section 2. Discipline may normally be imposed in the following manner:

- A. Oral warning;
- B. Written warning;
- C. Suspension without pay or fine; and
- D. Termination

Section 3. In the case of any criminal charge being filed against an employee, the City Administrator may immediately suspend such employee with or without pay if just cause exists. A Loudermill hearing will be held within two (2) working days before the City Administrator. The unions shall be notified of the suspension, all charges, and the scheduling of the hearing prior to the hearing. After the hearing, the Union shall be notified of the results of such hearing.

Section 4. All disciplinary action may be appealed through the grievance procedures

Section 5. This Article shall be applied and interpreted consistently with the provisions set forth by the Civil Service Commission.

#### **ARTICLE XIX-INSURANCE, HEALTH AND WELFARE**

Section 1. The Employer shall continue to provide a comprehensive health benefit program currently in effect for the member and his/her family at the Chapter 78, PL 2011 contribution rates.. This comprehensive health benefits program shall be placed with a carrier of the Employer's choosing and is not subject to consultation with the Union, provided the levels of coverage shall be consistent with what is presently in effect.

Section 2. The Employer shall continue to provide the existing dental, prescription and optical coverage as presently provided by Horizon Blue Cross and Blue Shield, Vision Services Plan or their equivalent, for the member and the member's family as per Memorandum of Agreement dated February 27, 2007.

Section 3. The Employer shall continue to maintain and provide all other insurance coverage presently in effect, and agree to defend and satisfy any judgment which may be rendered against the employee for any action arising out of his/her employment with the Employer. This provisions is limited to any official actions performed in the courses of duty.

Section 4. The Employer agrees to provide the Union with an At-Large seat on the Safety Committee pursuant to Resolution No. 147-87, with all powers and responsibilities of a voting member. The Union shall designate the Safety Committee member, in writing, to the City Administrator upon execution of this contract. Such employee shall not be paid overtime for service on this committee.

#### **ARTICLE XX-WORKERS' COMPENSATION**

Section 1. When an employee is injured on duty, that employee shall receive the normal base salary for the period of the temporary disability, for a period of up to six (6) months. During this time, the Workers' Compensation shall be turned over to the Employer or the Employer shall secure direct reimbursement from the Workers' Compensation carrier.

#### **ARTICLE XXI-RETIREMENT**

Section 1. All Employees covered by this Agreement shall retain all pension rights under the New Jersey Public Employee Retirement System

Section 2. At the time of retirement, all employees shall be paid for earned unused vacation time. This payment of earned unused vacation time shall not exceed the employee's annual entitlement for vacation days.

Section 3. At the time of retirement, employees shall be paid all of their earned unused sick time up to a maximum dollar amount of fifteen thousand dollars (\$15,000). All payments for accrued vacation time and sick time shall be at the rate of the Employee's annual base pay at the time of retirement.

Section 4. Any employee who dies while employed shall have paid to his/her estate, compensation for earned unused vacation and sick time as described above, as well as any accrued overtime or holiday pay. If the deceased employee has accrued life insurance benefits, such benefits shall be paid in accordance with the terms of this policy and the designation of beneficiary.

Section 5. Prior to going on terminal leave, all employees shall receive accrued benefits, but while on terminal leave, such employees shall not be entitled to any additional sick leave, vacation time, holiday time, pension payments or other benefits offered active employees, unless otherwise specified in this contract.

Section 6. An employee covered by this Agreement who retires with twenty-five (25) or more years of service to the Employer shall receive hospital and major medical benefits in effect at the time of retirement including ,dental, prescription and optical coverage provided by Horizon Blue Cross and Blue Shield, Vision Services Plan or equivalent. This coverage shall apply to the employee and his or her spouse at P.L. 2011, Chapter 78 rates.

## **ARTICLE XXII-PERSONNEL RECORDS**

Section 1. The Employer shall maintain a personnel file for all employees who are members of the Union. Such files shall be maintained in the Personnel Office. These files shall be the official personnel files for each employee.

Section 2. An employee is entitled to inspect the copy the contents of his/her personnel file. Such employee may be accompanied by a representative of the Union if the employee requests. Any employee wishing to inspect his/her personnel file may do so by making an appointment through the Personnel Office. Such appointment can be made on any work day. The inspection shall not interfere with normal working operations of the City. Notwithstanding any provisions to the contrary, the Employee may limit the number of employees inspecting records in a given day to five (5) employees.

Section 3. Records of petty grievances may be removed from the personnel file of an employee with the approval of the City Administrator not sooner than one (1) year after the occurrence of such petty grievance event.

Section 4. A record of all accumulated vacation, sick , holiday or compensation time for the previous year shall be given to the employer to each employee on an annual basis on or about May 15<sup>th</sup> of each year. Any disputes concerning the accumulated time shall be settled between the City Administrator, the employee and the Union.

### **ARTICLE XXIII-DISCRIMINATION**

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, political affiliation or any other protected classification as defined by federal and/or state laws. The Union and the Employer agree that there shall be no discrimination.

Section 2. No order, either present or future, shall provide any one employee or unit within the bargaining unit with any special privileges, except as specifically provided in the contract.

Section 3. Complaints of discrimination may be permitted through the appropriate judicial forum, Equal Employment Opportunity Commission (EEOC) or Division of Civil Rights (DCR).

Section 4. The Employee and the Union agree to encourage employees to utilize the services available through the Employer's Equal Employment Opportunity Advisory Committee to resolve any completion of discrimination.

### **ARTICLE XXIV-CLOTHING ALLOWANCE**

Section 1. The Employer shall continue to provide work uniforms and uniform cleaning services for those employees who are receiving such benefit at the time of the effective date of this contract.

Section 2. The Employer shall provide work boots up to the purchase amount of \$150 per year. Further exception to the one (1) year cycle may only be made in the discretion of the Department Head.

### **ARTICLE XXV-TRAVELING EXPENSES**

Section 1. All employees traveling outside the City on official business, at the explicit direction of department head, shall be paid for all reasonable expenses incurred in such travel.. When the Employer does not provide an automobile, the Employer shall pay the employee the IRS rate per mile for such travel.

### **ARTICLE XXVI—BULLETIN BOARD**

Section 1. The Employee shall provide and install bulletin boards and/or provide space for the posting of notices relating to matters and official business of all United Workers Union organization in all departments, covered by this contract.

Section 2. All job openings shall be posted by the Office of Personnel on the bulletin board located outside the Personnel Department. This posting will also apply to all applications for promotion .



## **ARTICLE XXVII-EXTRA CONTRACTUAL**

Section 1. The parties to this contract agree not to enter into any other agreement or contracts or negotiations thereof with any individual or groups of individuals which agreement or contract or negotiations thereof are outside the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.

Section 2. The Employer shall notify the Union at least two (2) months in advance of any plans to grant an independent subcontract which affects the present levels of employment.

Section 3. The Employer agrees to sit and meet with the Union Representatives to discuss any such independent contracting plans.

Section 4. In the event that the Employer grants an independent subcontract, which affects the present levels of employment, those employees displaced shall be offered the opportunity for employment with the contractor; however, the decision on whether to hire an employee is up to the sole discretion of the contractor.

Section 5. Any employee, who performs work in a higher paid classification than his/her own, shall be temporarily assigned and paid for such work after performing said work for five (5) consecutive days. An employee shall be paid at the rate of his/her own classification when performing work in a lower paid classification. This does not include instances of promotions or sick leave under five (5) consecutive days.

## **ARTICLE XXVIII-FULLY BARGAINED PROVISIONS**

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could, have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either of both the parties at the time they negotiated or signed this Agreement.

Section 2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

## **ARTICLE XXIX-SEVERABILITY AND SAVINGS**

Section 1. If any provision of this Agreement or any application of this Agreement to any employer or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provision shall not be effected thereby and shall continue in full force and effect.

## **ARTICLE XXX- PERIOD OF CONTRACT**

Section 1. This contract shall cover the period from January 1, 2013 to December 31, 2015.

Section 2. Articles and schedules contained herein shall be retroactive from July 1, 2013, except as specifically provided herein.

Section 3. Negotiations for renewal of this Agreement or for the execution of a new Agreement shall begin no later than 90 days before the expiration of the contract unless mutually agreed to by the parties. This Agreement shall be in full force and effect, and shall remain in effect, without any reopening date.

Section 4. This Agreement shall continue in full force and effect from years to year thereafter, unless one party or other gives notice, in writing, at least ninety (90) days prior the expiration date of this Agreement.

By: Jesse L. Tweedle, Sr.  
Jesse L. Tweedle, Sr., Mayor  
City of Pleasantville

By: David L. Tucker  
David L. Tucker, National Pres.  
Government Workers Union

By: Linda D. Peyton  
Linda D. Peyton, City Administrator  
City of Pleasantville

By: Brian James  
Brian James, President  
GWU Local 720

By: Gloria V. Griffin  
Gloria V. Griffin, City Clerk  
City of Pleasantville

By: Mark Alexander, Sr.  
Mark Alexander, Sr., V.P.  
GWU Local 720